

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION

IN RE:	§	
	§	CASE NO. 13-81963-JAC11
BELLE FOODS, LLC	§	
	§	CHAPTER 11
DEBTOR.	§	

**OBJECTION TO DEBTOR'S STATEMENT  
OF CURE AMOUNTS WITH RESPECT TO  
STORE #75 BY HPA NORTHRIDGE, LLC**

Comes now, HPA NORTHRIDGE, LLC, Movant, by and through its attorneys of record, and submits the following Objection Debtor's Proposed Cure Obligations and in support of said Objection Movant states as follows.

**BACKGROUND**

1. Pursuant to the Notice of Auction Date and Certain Related Deadlines filed by Debtor's on September 6, 2013 (Docket No. 459). Movant provides the following support for the amounts required under 11 U.S.C. §365(b)(1) to cure the defaults under the for Store No., 75, located Meridian, Mississippi. The total cure amount is \$14,756.67.

**DEBTOR IS REQUIRED TO CURE THE DEFAULTS AND COMPENSATE FOR  
PECUNIARY LOSSES RESULTING FROM THE DEFAULTS**

2. Under 11U.S.C. §365(b)(1), Debtor is required to cure all defaults and compensate for pecuniary losses under the lease. Section 365(b)(1) provides.

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of the assumption of such contract or lease, the trustee-

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default...;
- (B) compensate, or provides adequate assurance that the trustee will promptly compensate...for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

### **ARGUMENT REGARDING CURE AMOUNTS**

3. Debtor has defaulted under the Lease by failing to pay pecuniary losses associated with the bankruptcy petition and associated attorney fees incurred in connection with requiring enforcement of the provisions of the Lease.

4. The Lease requires payment of each of the delinquent amounts.

(a) The basic rent and accrued ad valorem taxes are paid by the tenant under the prime lease and no claim is made against the Debtor or its assignee for the same but nothing in this pleading would prevent the tenant from seeking that cure amount from the subtenant Debtor.

(b) Attorney Fees and Costs: Due to the filing of this bankruptcy Petition, Movant has had to retain counsel and the total anticipated cure amount for attorney fees and costs associated with the default and this bankruptcy proceeding is no less than \$14,756.67. Movant is entitled to attorney fees and costs under the Lease for recovery of reasonable costs and expenses required to enforce or defend any of the conditions, covenants, right or obligation of the Lease. Movant reserves all rights to increase this amount as costs are incurred in this proceeding.

**WHEREFORE,** HPA Northridge, LLC, prays as follows:

- (a) That the cure amount for the Lease for Store No 75 be established by the Court as \$14,756.67.

(b) For such other and further relief as the Court deems proper under the circumstances.

Dated this 17<sup>th</sup> day of September, 2013..

/s/ Jackson E. Duncan, III  
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Objection has been filed and served via the Court's electronic case filing and noticing system to all registered parties and also served upon the following by first class United States mail, properly addressed with postage prepaid, in this date, September 17, 2013:

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